



**KANNER
& PINTALUGA, P.A.**
ACCIDENT ATTORNEYS
(Abogados de Accidentes)

MAIN OFFICE:
(Oficina Principal)
Correspondence to:

201 Peachtree St. N.E., Ste. 200
Atlanta, GA 30303
TEL: (404) 952-2995
(770) 504-5644
(678) 207-0789
FAX: 1 (866) 641-4690
TEL: 1 (800) 436-4444

October 7, 2022

Walmart Claims
Attn: Claims Department
P.O. Box 14731
Lexington, KY 40512

Sent via Certified U.S. Mail #9489 0090 0027 6349 6862 91—Return Receipt Requested

Re: Our Client : Paul Bogle
Claim No. : 9892135
Location : 4375 Lawrenceville Hwy, Tucker, GA 30084
Date of Accident : 10/29/2021

To Whom It May Concern:

Please be advised that our client, Paul Bogle, sustained very serious, life-altering injuries as a result of the above-referenced incident, for which there is no question as to liability on the part of Walmart, whose employees failed to exercise due care in allowing the dangerous condition of a slippery substance to be present on the floor where patrons, such as our client, traversed. As a direct result of your employees' negligence, our client slipped on said slippery substance, falling on his back and causing him serious injury. See e.g. *Rothberg v. Bradley*, 85 Ga. App. 477, 480 (Ga. Ct. App. 1952); *Fulton Ice & Coal Co. v. Pece*, 29 Ga. App. 507 (1923); *Tybee Amusement Co v. Odum*, 51 Ga. App. 1 (1935). Also be advised that we have received medical records pertaining to the above referenced client, thus we are hereby forwarding the enclosed for your review and to be included in your evaluation.

After the fall, Paul presented to Northside Hospital Atlanta for emergency medical attention to his shoulder, wrists, and other issues. He then spent a number of hours in the hospital, undergoing a litany of diagnostic tests and treatment procedures, thereby incurring significant medical costs, before being discharged with prescription narcotics and instructions regarding follow-up care. After he was released from the emergency room, continued pain and discomfort prompted Paul to embark upon an extended course of regular physical therapy and medical care. Subsequent MRI testing revealed that he sustained a ***SLAP tear in his right shoulder*** and ***completely torn scapholunate ligaments in his wrists***. Thereafter, Paul came under the care of a pain management specialist M.D., who prescribed additional medications, yet our client's symptomatology persisted. As months of conservative treatment failed to adequately treat Paul's grievous injuries, his treating M.D. recommended and administered ***arthroscopic right shoulder labral debridement surgery***. In addition to the extreme pain and suffering that has been inflicted on Paul as a result of the surgery, he has also incurred ***tens of thousands of dollars in additional medical costs***.

www.kpattorney.com • www.kpabogados.com

OFFICES THROUGHOUT THE UNITED STATES

10/17/2022

Exhibit C

MEDICAL PROVIDER	TOTAL CHARGES
American Medical Response P.O. Box 198408 Atlanta, GA 30384	\$1,986.53
Northside Hospital Atlanta 1000 Johnson Ferry Rd. Atlanta, GA 30342	\$3,525.00
(Northside Emergency Assoc. PC) Reimbursement Technologies, Inc (RTI) 1000 River Rd. Ste 100 Conshohocken, PA 19428	\$653.00
Northside Radiology Associates PO Box 100015 Kennesaw, GA 30156	\$324.00
Back Pain Center 4466 Rockbridge Rd Stone Mountain, GA 30083	\$1,705.00
Ortho Sport & Spine Physicians 5730 Glenridge Dr NE #230 Atlanta, GA 30328	\$71,911.49
Acute Physical Therapy, LLC 2801 N Decatur Rd Suite 230, Decatur, GA 30033	\$2,248.00
	\$82,353.02

CLIENT: Paul Bogle

Page 1 of 1

10/17/2022

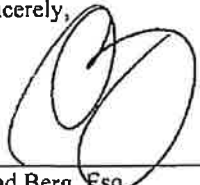
Exhibit C

As our client has required extensive treatment for his severe bodily injuries, we are currently in the process of acquiring all related documentation. In the interim, considering her said grievous injuries, Michael's damages may continue to accrue for some time to come. As such, should you wish to attempt to resolve this matter short of litigation, please note that we are hereby extending to you the opportunity to resolve Paul's claim for the sum of \$1,000,000.00. Upon your review of the enclosed, we are confident you will agree that our offer to settle this case for the sum of \$1,000,000.00 is easily justified, and you will thus promptly tender said sum to our office, located at 201 Peachtree Street N.E., Suite 200, Atlanta, GA 30303, within thirty (30) days of receiving this letter. Please do not hesitate to contact the undersigned if you have any additional questions or concerns.

Also, please be aware that pursuant to the "Unliquidated Damages Interest Act," set forth in O.C.G.A. § 51-12-14, if the Defendant fails to make payment on this amount within thirty (30) days from the mailing of this notice, my client shall be entitled to receive interest on the claimed sum if, upon trial of the case in which the claim is made, the judgment is for an amount not less than the sum claimed. The interest provided by § 51-12-14 shall be at the prime rate set on the date listed above plus three percent (3%) interest, and shall begin to run from the thirtieth (30th) day following the date of the mailing of this written notice through the date of judgment. This demand is made pursuant to O.C.G.A. § 51-12-14 which allows for interest in the amount of twelve percent (12%) per annum when a demand for unliquidated damages is made by certified mail and when such demand is not paid within thirty (30) days from the date of mailing the notice, and when upon trial a judgment is made for an amount not less than that demanded.

Thank you for your anticipated cooperation.

Sincerely,



Brad Berg, Esq.

www.kpattorney.com • www.kpabogados.com

OFFICES THROUGHOUT THE UNITED STATES

10/17/2022

Exhibit C